



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprises)

Office of the D.E (stores), BSNL, RTSD, Satyanagar.
Bhubaneswar-751007.

TENDER DOCUMENT

FOR
HOUSE KEEPING JOB IN RTSD, SATYANAGAR,
BHUBANESWAR

TENDER NO.G-85/BSNL/RTSD/08-09/House
keeping. 30th

JANUARY,2009

BHARAT SANCHAR NIGAM LIMITED
O/o-The Divisional Engineer (stores), BSNL, RTSD, Satyanagar
Bhubaneswar-751007.
NIT

NIT No –G-85/BSNL/RTSD/08-09/House keeping/NIT/02 , Dated at Bhubaneswar the 30th January, 2009.

Sealed Tenders in the prescribed forms are invited on behalf of BSNL by D.E(stores),BSNL,RTSD,Satyanagar,Bhubaneswar-7,frombonafide,licensed/experienced contractors to schedule to the invitation of the tender.

Cost of bid document.	Estimated cost of tender	EMD @2%	Date and Time of		
			Issue of paper	Receipt of paper	Opening of qualifying Bid
Rs.520.00 including Vat 4%	Rs1,56,556.00	Rs.3,131.00	Between 10.30Hrs to17.30Hrs on working days from 31.01.09 to 15.02.09	Upto 13.00 Hrs of 16.02.09	At 15.30 Hrs of 16.02.09

A. Eligibility criterion for the above works:

The contractor should have experience in job contract work (Cleaning/sweeping, jungle cutting etc) in any Govt. /PSU of last two years for a minimum of Rs 1,50,000.00 &above per year.

Experience certificate in this regard is to be issued by an officer not below the rank of Divisional Engineer or equivalent.

1. Experience certificate as above.
2. PAN No/GIR No .
3. Valid labour license from central labour commission under contract labour act 1970(R&A) (Attested copy).
4. Service Tax registration No. & copy of service tax registration to be provided.(Xerox copy).
5. EPF registration with upto date payment receipt(Xerox copy).

B. Bid documents can be had:

a) From SDE(stores-I),O/o D.E(STORES.RTSD,Satyanagar,Bhubaneswar-7 on written application with the copies of documents in support of their eligibility to participate in the tender along with the cost of bid document as mentioned in the form of DD from any scheduled bank in favour of Sr. AO,BSNL,O/o.D.E(STORES).RTSD , Bhubaneswar payable at Bhubaneswar.

b)Eligible bidders can download the entire bid document from our Circle website www.orissa.bsnl.co.in and submit the same within scheduled time and date along with the required cost of the bid document in the form of DD from any scheduled bank in favour of Sr. AO. RTSD,BSNL,O/o D,(stores).RTSD Bhubaneswar payable at Bhubaneswar. The DD and documents conforming to the eligibility criteria as mentioned in clause A above are required to be kept in the “Envelop-A: Qualifying Bid”. The Financial bid of those tenderers who qualify in the qualifying bid only will be opened by the opening committee as per time and schedule which will be intimated later. All the envelopes containing documents should be wax sealed.

The detailed terms and conditions, EMD particulars etc. are available in the tender documents. Tenders without EMD will be rejected. The D.E (stores), BSNL, RTSD,Satyanagar, Bhubaneswar reserves the right to reject any or all tenders without assigning any reason thereof. The sealed tenders can be dropped in the tender box available in the chamber of D.E (stores), BSNL, RTSD, Satyanagar, Bhubaneswar.

Divisional Engineer(Stores),BSNL,
RTSD,Satyanagar,Bhubaneswar-7

SPECIAL CUM COMMERCIAL CONDITIONS OF TENDER

1. NAME OF THE WORK: - House keeping job on contract basis in RTSD, BSNL, Satyanagar, Bhubaneswar-7

2. EARNEST MONEY-DEPOSIT- The EMD of amount of Rs 3, 131.00. to be deposited in the form of account payee Bank Draft payable to “Sr. Accounts Officer,o/o.the D.E(stores),BSNL,.RTSD,Satyanagar Bhubaneswar”, drawn on any Nationalized/scheduled Bank of Bhubaneswar. The EMD shall be forfeited in case the tenderer withdraws his tender before the final acceptance or fails to enter into the prescribed agreement with BSNL for execution of work after the tender is accepted.EMD of unsuccessful bidders will be refunded after finalization of the tender without any interest. For successful tenderer the EMD will to be refunded without any interest after signing the agreement & submission of Performance Bank Guarantee.

3. Validity of BID: The bid validity period is 150 days from the date of opening of bid documents.

4. Validity of Tender- The contract of tender is valid for a period of one year from the date of signing of the agreement. However D.E (stores),BSNL,RTSD, Bhubaneswar reserves the right to increase the period to a maximum period of six months or decrease the period as per requirement.

5. Estimated Cost:-Approximate estimated cost of the tender Rs1, 56,556.00 per annum.

6. ELIGIBILITY CRITERIA-: *As per Clause A of NIT.*

7. SECURITY

The successful tenderer / tenderers will have to furnish security for 5% of the estimated cost in the form of bank guarantee valid up to and including six months after the period of contract from a nationalized/scheduled bank before agreement. If the work is awarded to more than one contractor the security amount as mentioned above will be divided among the number of contractors, on prorata basis.

The security deposit (SD) is required to protect the BSNL against the risk of bidders conduct and will be forfeited as part / whole in case of -:

- a) Unsatisfactory service.
- b) Theft or misappropriation of articles of the BSNL.
- c) Damage caused to BSNL assets and damage/loss to store issued
- d) Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the terms & conditions of this tender document.

The security will be released within a fortnight from the date of payment of final bill on production of no due certificate from the competent authority

Read, understood and complied

Date

Signature of Tenderer.

8. Penalty Clause For delays in the contractor's performance:

a. The time allowed for completion of work as entered in the work order shall be strictly adhered to by the contractor and shall be reckoned from the seventh day from the issue of the work order by BSNL. The contractor shall pay as penalty amount equal to 1 % of the amount of the incomplete work for every one week of delay in completion of work subject to a maximum of 10 % of the cost of the work awarded.

b. On any date the penalty payable as above reaches 10 % of the estimated cost of the work the contractor should proceed with the work further only on getting a written instruction from the concerned authorities, that, he is allowed to proceed further with the work.

c. Penalty for delay in completion in work shall be recoverable from the bill of the contractor and/or by adjustment from the SD or from the bill of the contract. However adjustment from SD will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

9. *The near relative of employees of RTSD, BSNL, Bhubaneswar, are prohibited from participation of this tender (either directly recruited or on deputation) .The near relatives for this purpose are defined as , a) Members of Hindu undivided family b) They are husband & wife c)The one related to other in the manner as father, mother, son(s)& son's wife (daughter in law), daughter(s)& daughter's husband (son in law),brother(s) & brother's wife, sister(s) & sister's husband (brother-in law)*

10. DOCUMENTS TO BE SUBMITTED WITH THE TENDER:

i).**Experience certificate** *The contractor should have experience in job contract work. (Cleaning/sweeping, and cutting of unwanted bushes/weeds etc. in any Govt./PSU. for last two years (06-07&07-08) for minimum Rs1,50,000.00 & above per annum. Experience certificate in this regard is to be issued by an officer not below the rank of Divisional Engineer or equivalent (Attested copy)*

ii).PAN No. (Attested copy)

iii) Valid service tax registration number. Attested copy of Registration Certificate to be produced for the kind of service desired (It includes supply of manpower for jobs described in the tender), Xerox copy of EPF registration, ESIC registration etc. to be furnished.

iv) Valid labour license from central labour commission under contract labour act 1970(R&A) (Attested copy)

v).Bank draft of amount Rs 3, 131.00. drawn in favour of the "Sr. Accounts Officer ,0/0.the D.E(STORES), BSNL,RTSD,Bhubaneswar towards EMD.

Read, understood and complied

Date

Signature of Tenderer

vi) EPF registration with upto date payment receipt(Xerox)

vii).Tender document duly signed in each page

viii) Declaration to the effect that none of the near relatives is a BSNL employee (description given in clause no 9 of this document) as given in the annexure of the tender document.

ix) Financial bid duly filled in with signature of the bidder.

11.ADDRESSING THE TENDER – D.E(stores),BSNL,RTSD,Satyanagar, BHUBANESWAR-7

i)The tender will be of two bids; Qualifying & Financial. The qualifying bid will contain documents from sl no i) to viii) as mentioned in clause no 10 & financial bid will contain only sl no ix) as given in the tender document. The date & time of opening of financial bid will be intimated separately after opening of qualifying bid to the qualifying bidders only. Tenders can be dropped in the tender box available in the chamber of the D.E(stores)RTSD,BSNL,Satyanagar, Bhubaneswar

ii) Envelope containing tender in both the bids must be super scribed with Tender for “HOUSE KEEPING JOB” on job contract basis in RTSD,BSNL,Satyanagar, Bhubaneswar-7 with name of the bid i.e qualifying or Financial. The bidders must write their name and address in the left side of each envelop. All the envelops should be wax sealed.

12. The contractors shall possess a valid license under Contract Labour Act. 1970 (R&A) along with EPF registration.

13. The tenderer will not claim any permanent absorption of the workers in BSNL to be engaged in through this contract.

14. The tenderer will observe necessary formalities as per the provision of the labour act & BSNL will not in any way be responsible for any breach of labour act or any cases relating to labour and employment. However the following points may be implemented.

(a) Muster roll has to be maintained by the contractor in respect of contract labourers engaged by them.

(b) The payment of contract labourers by the contractor is to be carried out as per rate approved by the State Govt. from time to time.

(c) The contract labourers engaged by the contractors may be covered under ESI and EPF scheme by the contractor himself as per rules.

(d) The contractor will issue employment cards of engaged contract labourers.

15. The D.E(stores),BSNL,RTSD,Satyanagar, Bhubaneswar-7, reserves every right to cancel / reject the contract for any unsatisfactory work/performance or for noncompliance of labour laws at any time during the currency of contract.

Read, understood and complied

Date

Signature of Tenderer.

16. The contractor should furnish its personal information and should always be available for contacting to take work orders.
17. In the event of any disputes arising out of finalizing tender agreement or any other matter relating to this tender, the decision of D.E(stores),BSNL,RTSD, Bhubaneswar shall be final and binding on all concerned.
18. The D.E(srores),BSNL,RTSD,Satyanagar,Bhubaneswar, reserves the right to vary the quantity of work as per actual requirement.
19. Materials supplied, if any, to the contractor are always the sole property of the BSNL even when they are under the safe custody of the tenderer. Any damage or loss is to be made good by the contractor on actual cost basis.
20. The D.E(srores),BSNL,RTSD, Bhubaneswar reserves the right to impose any other conditions, if necessary at any time during the validity period of the contract. While carrying out work the contractor should ensure that the contractual obligations are fillfilled as per agreement,otherwise D.E(stores),BSNL,RTSD, Bhubaneswar is empowered to cancel the contract or impose any penalty on the contractor for not following the terms and conditions of contract.
21. All the amenities to the labourers such as drinking water, washing facilities etc. should be provided by the contractor at his own cost at the work spot as required under Contract Labour (R&A) Act.1970.
22. While operating window A/C & Electrical appliances , the contractor should take responsibility for safety of workers and the BSNL will not be held responsible for any causality during the execution of work.
23. The contractor will claim payment only for the working days on quantum of work basis and payment will be made every month through A/C Payee Cheque only.
24. The person / persons deputed for the execution of job should have minimum working knowledge in the respective fields.
25. Under no circumstances whatsoever shall any claim for any compensation from BSNL on any account be considered unless the contractor submit the claim in writing within one month from the date of final payment of the bill for the works concerned.
26. The contractor shall be responsible for and shall pay any compensation to his Workmen payable under the workmen's compensation Act, 1992 for injuries caused to the workmen. If such compensation is paid by BSNL as a principal employer under Section (1) of the Section 12 of the said act, such compensation will be recovered from the contractor's bill due or from the performance Bank Guarantee.
27. The BSNL shall not be responsible for any escalation of cost of labour or materials, whatsoever or any increase in any duties levies or taxes, in respect of whatsoever & the contractor's rates & contractor's obligation shall remain unaltered by such escalation.

Date

Read, understood and complied

Signature of Tenderer

28. SPECIFICATION OF WORK

THE HOUSE KEEPING JOB OF,RTSD BSNL,Satyanagar, UNIT INVOLVES THE FOLLOWING CATEGORIES OF WORKS.

- A. Sweeping & cleaning of floor area of administrative building,scooter shed,security room,4 nos of godowns& connecting roads in BSNL,RTSD premises for 2790 sq,mtr(approx.) during working days.
- B. Cleaning of computers,chairs, tables,almirahs & racks available in administrative building&godowns of RTSD, Bhubaneswar during working days.
- C. Washing &cleaning of toilets at admistrative building,godowns& premises, rest room(Total =8 nos) during workind days.
- D. Cutting of jungles/weeds in the RTSD,Satyanagar premises during working days.

All tools&consumable materials like broomstick,flower broom,phenyl,napathelene bulbs,acid,duster clothes,mugs,buckets&cutters etc for sweeping/cleaning/cutting works as mentioned above are to be supplied by the bidder.

- 1.Sertvice:- To carry out the job on contract basis in RTSD , Satyanagar. as per agreement
2. Period of contract:- Under normal circumstances,the contract shall be valid for a period of one year from the date of of signing of agreement.However, the contract may be extended for a further period upto six months if agreed by the contractor and D.E(stores),BSNL,RTSD,,Bhubaneswar on the same rate,terms and conditions after ensuring competitiveness of the rates.
3. Special requirements:- Intending bidders must have a telephone where they can be contacted.

Date

Read, understood and complied

Signature of Tenderer

29. *Final documents for verification before agreement & after that they will be intimated to sign an agreement with the D.E (stores), BSNL, RTSD, Satyanagar, Bhubaneswar for executing the contract.*

30. **RATES TO BE QUOTED BY TENDERER :-** The rates should be quoted item wise as given in the financial bid of the document. The rates should be quoted both in words & figures. In case of discrepancy, the rates quoted in words will be considered. The rate quoted must be inclusive of all taxes and duties such as income tax, sales tax as applicable from time to time. Service tax will be claimed separately.

31. (c).For the purpose of claiming of service tax by the contractor and to enable availing of credit to that extent by BSNL, the contractor shall prefer bills in duplicate, having printed bill No, printed service tax Regn No. etc. The component of service tax & education cess and higher education cess shall be shown separately.

32. The conditional and incomplete tenders are liable for rejection.

33. The tender shall be evaluated by a committee to be appointed by the competent Authority.

34. *All taxes & duties as applicable from time to time will be recovered from each bill preferred by the contractor.*

35.(a)The payment for the above work will be made by the D.E (stores),BSNL,RTSD, Bhubaneswar against the bills in duplicate through J.T.O (stores) duly counter signed by S.D.E (stores),BSNL,RTSD,SATYANAGAR.

(b)Service tax must be claimed separately.

Read, understood and complied

Date

Signature of Tenderer

36. Payment will be made through e-payment of SBI. Hence the contractor shall have an a/c in any of the branches of SBI at Bhubaneswar.

37. The D. E (stores), BSNL, RTSD, Bhubaneswar reserves the right to accept / reject any or all the tender without assigning any reason thereof. In case any dispute arises the decision of the D.E (stores), BSNL, RTSD, Bhubaneswar will be final and binding on all tenderers.

38. The successful tenderers will be required to abide by labour laws enacted from time to time by central / state Govt. Maintenance / observance of any or all the statutory labour laws will be the sole responsibility of the successful bidder. Claims arising out of injury, causality or any of the workmen employed by the Contractor will be the sole responsibility of the successful tenderer. D.E (stores), BSNL, RTSD, Bhubaneswar will not entertain any claim or damage in this regard. He should comply with all the requirements of the Contract Labour Regulation and Control Act and obtain license accordingly.

39..Termination of contract:-BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

a. If the contractor fails to carryout the job within the period(s) specified in the contract or any extension thereof granted by BSNL.

b. If the contractor fails to perform any other obligation(s) under the general and special conditions of the contract.

40. BSNL may without prejudice, to other rights under law or contract provided get the work done at the risk and the cost of the contractor, in above circumstances.

41. Termination of insolvency:-BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

42. FORCE MAJEURE:

a) If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Contractor as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

Read, understood and complied

Date

Signature of Tenderer

43. ARBITRATION:

a) In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the D.E(stores),RTSD, BSNL, Bhubaneswar or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the Officer for the time being entrusted whether in addition to the functions of the D.E(stores) RTSD, BSNL, Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the D.E(stores)BSNL,RTSD, Bhubaneswar or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the D.E(stores), BSNL,RTSD, Bhubaneswar or the said officer.

The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act.

There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such D.E (stores),BSNL, RTSD, Bhubaneswar or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

b. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act; 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

c. The venue of the arbitration proceeding shall be the Office of the D.E(stores) ,BSNL,RTSD, Bhubaneswar or such other places as the arbitrator may decide.

**D.E (stores), BSNL,
RTSD, Bhubaneswar.**

Date

Read, understood and complied

Signature of Tenderer

ANNEXURE-I

DECLARATION

I -Sri----- son of Sri ----- here
bye declare that none of my near relative (as mentioned in the tender document) is /
are employed in RTSD, Satyanagar, BSNL unit. In case at any stage, it is found that
the information given by me is false/ incorrect, BSNL shall have the absolute right
to take any action as deemed fit without any prior information to me.

Signature of Tenderer

Read, understood and complied

Date

Signature of Tenderer

ANNEXURE-II

AGREEMENT FORM

An agreement is entered into between the D.E(stores),BSNL,RTSD,,Satyanagar Bhubaneswar representing B.S.N.L. and _____ (Contractor) this day of _____ for carrying out various works on job contract basis in RTSD,BSNL,Satyanagar,Bhubaneswar.Whereas in response to the Tender Notice No.G-85/BSNL/RTSD/08-09/House _____ Keeping _____ Job. .Shri_____ has agreed to carry out the said work under the terms and conditions fixed for the successful tenderer for a period of one year from the date of signing of agreement.

Further Sri _____ has been declared as approved contractor for carrying out various works on job contract basis in RTSD, BSNL, Satyanagar, Bhubaneswar and accepted by him. Sri_____ further undertakes to abide by the terms and conditions as prescribed in the approved tender.

Sri _____ further agrees that in the case he fails to carry out and complete the said work within the specified time given in work order, he shall be liable to bear with the loss sustained by the B.S.N.L. thereby.

Contractor

Signature

D.E (stores), BSNL,RTSD, Satyanagar.

Signature

Bhubaneswar

Name:

Name

Address:

Address

Witness

Witness

Name &Address

Name & Address

Date

Read, understood and complied

Signature of Tenderer

ANNEXURE-III

FINANCIAL BID

RATES TO BE QUOTED BY THE TENDERER.

The rates should be quoted both in words & figures. In case of discrepancy, the rates quoted in words will be final. The rate quoted must be inclusive of:-

All taxes & duties as applicable from time to time except service tax, which will be claimed separately as applicable. The specifications of job for various types of works for which rates are to be quoted are given in the tender document (clause-28).

SL.NO.	Description of works.	Unit	In figures	In words
01.	Sweeping cleaning of RTSD office, cycle-shed, security room & Godowns (Indoor)- 1934.20sqm. including cleaning materials.	Per sqm.		
02.	Sweeping cleaning of RTSD campus namely all the connecting roads (Outdoor)- 855.00sqm. including cleaning materials.	Per sqm.		
03.	Washing cleaning of Toilets-8 Nos. (Indoor & Outdoor)- 72.00sqm. including sanitary materials.	Per sqm.		
04.	Cutting cleaning of weeds & bushes in RTSD campus (Outdoor) including cutting tools.	Per day.		
05.	Cleaning of chairs, tables, computers & supplying of water etc. including bucket, jug & duster cloth etc.	Per day		

Read, understood and complied

Date

Signature of Tenderer